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B - Schedule of Items

2014 Seymour Trailhead Toilet Replacement
Wise River District
Beaverhead-Deerlodge National Forest
Beaverhead County

B- 1 - SCHEDULE OF ITEMS

ITEM NO.	DESCRIPTION	Method Of Meas.	PAY UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
151-A	Mobilization	Lump Sum	Lump Sum	1	\$	
62201-A	Tractor Mount (rubber-tired) backhoe	AQ	Hour	5	\$	\$
62201-B	Large Dump Truck, Min. 10 Yard	AQ	Hour	5	\$	\$
R901-A	Site Preparation, Toilet Removal and Disposal	AQ	Each	1	\$	\$
R951-A	Trail/Walkway, Width 60", Surfacing Crushed Aggregate, ½" minus, Compaction Method B-Gov. Furnished Property	AQ	LF	40	\$	\$
R980-A	Toilet, Concrete, Single Vault with pad	AQ	Each	1	\$	\$

TOTAL ALL ITEMS \$_____

B-2 - NOTE: Payment will be made on actual work performed as described in FP-03 109.01 unless otherwise noted.

Method of Measurement

AQ – Actual Quantity

This is a Request for Quotation (RFQ); therefore, no public opening will be held. The results will not be made public prior to award. Quotes submitted in response to this RFQ will not be returned, but will be retained by the U.S. Forest Service for official record purposes. The RFQ does not commit the Government to pay any costs incurred in the preparation or the submission of this quote, or to make any award.

Vendor shall have a DUNS number and be registered in the System for Award Management (www.sam.gov) prior to award.

The Forest Service has transitioned to an electronic invoice system called Invoice Processing Platform (IPP). Vendors are required to set-up an account at www.ipp.gov in order to submit invoices.

Quoters refer to L1 (page 57 of 68) of this solicitation to understand what documents need to be returned with quotation.

Price Quotation furnished by:

Name: _____

Phone: _____

Address: _____

Cell: _____

FAX: _____

E-Mail: _____

DUNS # _____

C - Description/Specifications/Statement of Work

C-1 - PROJECT DESCRIPTION AND LOCATION

- (a) Description of Work. This project consists of furnishing and installing (including excavation) one (1) Aspen/Gunnison precast vault toilet with one (1) concrete pad, crushed aggregate path construction, equipment rental (borrow material, unsuitable excavation and miscellaneous work) and the removal and disposal of one (1) existing toilets.
- (b) Project Location. This project is located at Seymour Trailhead on the Wise River District T3N, R13W, Sec 23 on the Beaverhead-Deerlodge National Forest. From Wise River MT, follow Montana Highway 43 west approximately 12 miles to the junction with Deerlodge County Road 274. Follow 274 north approximately 4 miles to Forest Road 934 approximately 9.5 miles to the end of the road.
- (c) Price Range. Less than \$25,000
- (d) Pre-Bid Tour. No formal site tour is planned; however, bidders are strongly encouraged to visit the site prior to preparing and submitting their bid. Quoters desiring to visit the site may contact Doug Wright, Beaverhead-Deerlodge National Forest Supervisor's Office, Dillon, Montana for directional information. Telephone number is (406) 683-3915.
- (e) Pre-Bid Conference. None
- (f) Start Work. It is estimated that work will begin on September 1, 2014.
- (g) Period of Performance. All work under this contract shall be completed by July 1 2015. The contractor shall schedule his work to minimize the disruption to the general public to the extent possible. Existing toilets shall not be removed until new toilets are installed.

C-2 - GOVERNMENT FURNISHED PROPERTY.

R951-A: ½" minus aggregate located in Lacy Pit approximately 15 miles southwest of Wise River, MT (Section 8, T3S, R12W.) Contractor is responsible for loading, hauling, and placing in the work.

C-3 - STANDARD SPECIFICATIONS.

"Standard Specifications for Construction of Roads & Bridges on Federal Highway Projects FP-03" are included in this solicitation by reference only. The requirements contained in these specifications are hereby made part of this solicitation and any resultant contract.

Copies of the "Standard Specifications for Construction of Roads & Bridges on Federal Highway Project FP-03" are available on the web at <http://www.wfl.fhwa.dot.gov/design/specs/fp03.htm>. Hard copies are available at <http://bookstore.gpo.gov/>.

C- 4 – The following Special Project Specifications are applicable to this contract and are physically included in this section.

	No. of Pages
Preface	1
101 – Terms, Format, and Definitions	3
102 – Bid, Award, and Execution of Contract	1
103 – Scope of Work	1
104 – Control of Work	1
105 – Control of Material	1
106 – Acceptance of Work	2
107 – Legal Relations and Responsibility to the Public	1
108 – Prosecution and Progress	1
109 – Measurement and Payment	1
151 – Mobilization	1
155 – Schedules for Construction Contracts	1
R901 – Site Preparation, Removal Disposal or Salvage (5/09/08)	2
R951 – Trail or Walkway (5/29/06)	2
R9580 – Precast Concrete Toilet (1/09/04)	18

C- 5 – DRAWINGS

The following drawings are a part of this solicitation and any resulting contract.

<u>Sheet No.</u>	<u>Description</u>
1	Title Sheet
2	Vicinity Map
3	Summary of Quantities
4	Work List
5	Notes
6	Trail Details
7-10	Vault Toilet Details

Preface

Preface_wo_03_15_2004_m

Delete all but the first paragraph and add the following:

The Forest Service, US Department of Agriculture has adopted FP-03 for construction of National Forest System Roads.

101 - Terms, Format, and Definitions

101.00_nat_us_07_25_2005

101.01_nat_us_02_17_2005

101.01 Meaning of Terms.

Add the following:

Delete all references in FP-03 to Transportation Acquisition Regulations (TAR).

101.03_nat_us_02_17_2005

101.03 Abbreviations.

Add the following to (a) Acronyms:

AFPA	American Forest and Paper Association
MSHA	Mine Safety and Health Administration
NIST	National Institute of Standards and Technology
NESC	National Electrical Safety Code
WCLIB	West Coast Lumber Inspection Bureau

Add the following to (b) SI Symbols:

mp	Milepost
ppm	Part Per Million

101.04_nat_us_02_22_2005

101.04 Definitions.

Delete the following definitions and substitute the following:

Bid Schedule--The Schedule of Items.

Bridge--No definition.

Contractor--The individual or legal entity contracting with the Government for performance of prescribed work. In a timber sale contract, the contractor is the “purchaser”._

Culvert--No definition.

Right-of-Way--A general term denoting (1) the privilege to pass over land in some particular line (including easement, lease, permit, or license to occupy, use, or traverse public or private lands), or (2) Real property necessary for the project, including roadway, buffer areas, access, and drainage areas.

Add the following:

Adjustment in Contract Price--“Equitable adjustment,” as used in the Federal Acquisition Regulations, or “construction cost adjustment,” as used in the Timber Sale Contract, as applicable.

Change--“Change” means “change order” as used in the Federal Acquisition Regulations, or “design change” as used in the Timber Sale Contract.

Design Quantity-- “Design quantity” is a Forest Service method of measurement from the FS-96 *Forest Service*

Specifications for the Construction of Roads and Bridges. Under these FP specifications this term is replaced by the term “Contract Quantities”.

Forest Service--The United States of America, acting through the Forest Service, U.S. Department of Agriculture.

Neat Line--A line defining the proposed or specified limits of an excavation or structure.

Pioneer Road--Temporary construction access built along the route of the project.

Purchaser--The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through agents, employees, or subcontractors.

Protected Streamcourse--A drainage shown on the plans or timber sale area map that requires designated mitigation measures.

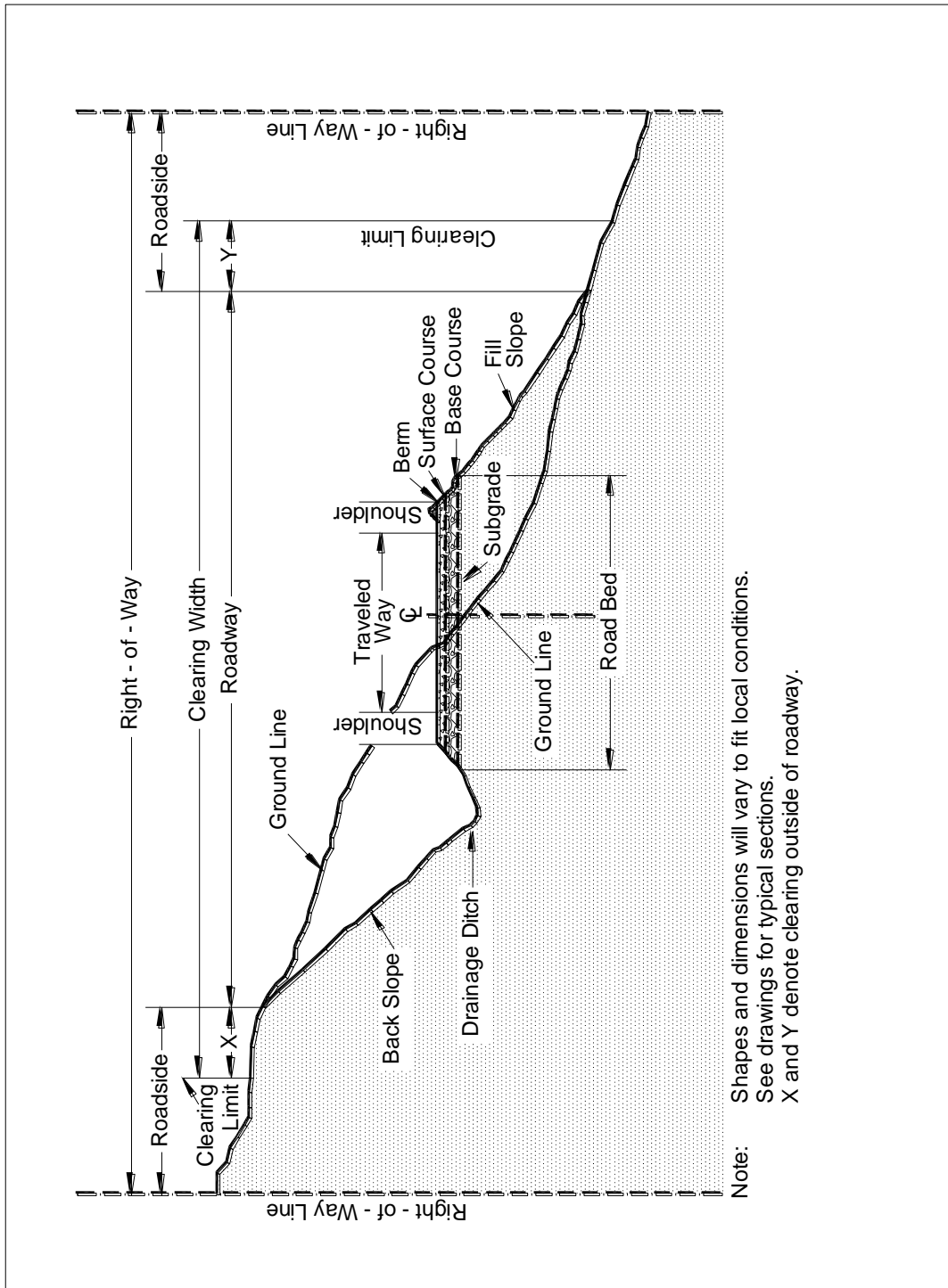
Road Order--An order affecting and controlling traffic on roads under Forest Service jurisdiction. Road Orders are issued by a designated Forest Officer under the authorities of 36 CFR, part 260.

Schedule of Items--A schedule in the contract that contains a listing and description of construction items, quantities, units of measure, unit price, and amount.

Utilization Standards--The minimum size and percent soundness of trees described in the specifications to determine merchantable timber.

Add Figure 101-1—Illustration of road structure terms:

Figure 101-1—Illustration of road structure terms.



102 - Bid, Award, and Execution of Contract

102.00_nat_us_02_16_2005

102 Bid, Award, and Execution of Contract

Delete Section 102 in its entirety.

103 - Scope of Work

103.00_nat_us_02_16_2005

Deletions

Delete all but subsection 103.01 Intent of Contract.

104 - Control of Work

104.00_nat_us_02_17_2005

Deletions

Delete sections 104.01, 104.02, and 104.04.

104.06_nat_us_02_17_2005

Add the following subsection:

104.06 Use of Roads by Contractor

The Contractor is authorized to use roads under the jurisdiction of the Forest Service for all activities necessary to complete this contract, subject to the limitations and authorizations designated in the Road Order(s) or described in the contract, when such use will not damage the roads or national forest resources, and when traffic can be accommodated safely.

105 - Control of Material

105.02_nat_us_05_11_2004

105.02 Material Sources.

105.02(a) Government Provided Sources.

Add the following:

Comply with the requirements of 30 CFR 56, subparts B and H. Use all suitable material for aggregate regardless of size unless otherwise designated. When required, re-establish vegetation in disturbed areas according to section 625.

105.05_nat_us_05_12_2004

105.05 Use of Material Found in the Work.

Delete 105.05 (a) and (b) and the last sentence of the second paragraph and substitute the following:

Materials produced or processed from Government lands in excess of the quantities required for performance of this contract are the property of the Government. The Government is not obligated to make reimbursement for the cost of producing these materials.

106 - Acceptance of Work

106.01_nat_us_03_29_2005

106.01 Conformity with Contract Requirements.

Delete Subsection 106.01 and substitute the following:

Follow the requirements of FAR Clause 52.246-12 Inspection of Construction.

References to standard test methods of AASHTO, ASTM, GSA, and other recognized standard authorities refer to the methods in effect on the date of solicitation for bids.

Perform all work to the lines, grades, cross-sections, dimensions, and processes or material requirements shown on the plans or specified in the contract.

Incorporate manufactured materials into the work according to the manufacturer's recommendations or to these specifications, whichever is more strict.

Plan dimensions and contract specification values are the values to be strived for and complied with as the design values from which any deviations are allowed. Perform work and provide material that is uniform in character and reasonably close to the prescribed value or within the specified tolerance range. The purpose of a tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When standard manufactured items are specified (such as fence, wire, plates, rolled shapes, pipe conduits, etc., that are identified by gauge, unit mass, section dimensions, etc.), the identification will be considered to be nominal masses or dimensions. Unless specific contract tolerances are noted, established manufacturing tolerances will be accepted.

The Government may inspect, sample, or test all work at any time before final acceptance of the project. When the Government tests work, copies of test reports are furnished to the Contractor upon request. Government tests may or may not be performed at the work site. If Contractor testing and inspection is verified by the Government, the Contractor's results may be used by the Government to evaluate work for acceptance. Do not rely on the availability of Government test results for process control.

Acceptable work conforming to the contract will be paid for at the contract unit bid price. Four methods of determining conformity and accepting work are described in Subsections 106.02 to 106.05 inclusive. The primary method of acceptance is specified in each Section of work. However, work may be rejected at any time it is found by any of the methods not to comply with the contract.

Remove and replace work that does not conform to the contract, or to prevailing industry standards where no specific contract requirements are noted, at no cost to the Government.

(a) Disputing Government test results. **If the accuracy of Government test results is disputed, promptly inform the CO. If the dispute is unresolved after reasonable steps are taken to resolve the dispute, further evaluation may be obtained by written request. Include a narrative describing the dispute and a proposed resolution protocol that addresses the following:**

- (1) Sampling method;
- (2) Number of samples;
- (3) Sample transport;
- (4) Test procedures;
- (5) Testing laboratories;

- (6) Reporting;
- (7) Estimated time and costs; and
- (8) Validation process.

If the evaluation requires additional sampling or testing be performed, mutually agree with the Government on witnessing procedures and on sampling and testing by a third party laboratory. Use a third party laboratory accredited by the AASHTO accreditation program. Provide proof of the laboratory's accreditation for the test procedures to be used. Do not use the same laboratory that produced the disputed Government test results or that produced the test results used as a basis for the dispute.

The CO will review the proposed resolution protocol and may modify it before final approval and execution.

The Government will use the approved resolution protocol test results to determine the validity of the disputed testing. If the Government test results are validated, the Contractor will be responsible for all costs associated with developing and performing the resolution protocol. If the Government test results are not validated, the Government will be responsible for all costs associated with developing and performing the resolution protocol. If the validity of the Government test results cannot be determined, the Contractor and Government will equally share all costs associated with developing and carrying out the resolution protocol.

(b) Alternatives to removing and replacing non-conforming work. As an alternative to removal and replacement, the Contractor may submit a written request to:

- (1) Have the work accepted at a reduced price; or
- (2) Be given permission to perform corrective measures to bring the work into conformity.

The request must contain supporting rationale and documentation. Include references or data justifying the proposal based on an evaluation of test results, effect on service life, value of material or work, quality, aesthetics, and other tangible engineering basis. The CO will determine disposition of the nonconforming work.

106.07_nat_us_05_11_2004

106.07 Delete

Delete subsection 106.07.

107 - Legal Relations and Responsibility to the Public

107.05_nat_us_05_11_2004

107.05 Responsibility for Damage Claims.

Delete the entire subsection.

107.06_nat_us_04_27_2005

107.06 Contractor's Responsibility for Work.

Delete the following:

“except as provided in Subsection 106.07”.

107.09_nat_us_05_11_2004

107.09 Legal Relationship of the Parties.

Delete the entire subsection:

107.10_nat_us_02_23_2005

107.10 Environmental Protection.

Add the following:

Design and locate equipment repair shops, stationary refueling sites, or other facilities to minimize the potential and impacts of hazardous material spills on Government land.

Before beginning any work, submit a Hazardous Spill Plan. List actions to be taken in the event of a spill. Incorporate preventive measures to be taken, such as the location of mobile refueling facilities, storage and handling of hazardous materials, and similar information. Immediately notify the CO of all hazardous material spills. Provide a written narrative report form no later than 24 hours after the initial report and include the following:

- Description of the item spilled (including identity, quantity, manifest number, and other identifying information).
- Whether amount spilled is EPA or state reportable, and if so whether it was reported, and to whom.
- Exact time and location of spill including a description of the area involved.
- Containment procedures.
- Summary of any communications contractor had with news media, Federal, state and local regulatory agencies and officials, or Forest Service officials.
- Description of clean-up procedures employed or to be employed at the site including final disposition and disposal location of spill residue.

When available provide copies of all spill related clean up and closure documentation and correspondence from regulatory agencies.

The Contractor is solely responsible for all spills or leaks that occur during the performance of this contract. Clean up spills or leaks to the satisfaction of the CO and in a manner that complies with Federal, state, and local laws and regulations.

108 - Prosecution and Progress

108.00_nat_us_02_16_2005

108 Delete.

Delete Section 108 in its entirety.

109 - Measurement and Payment

109.00_nat_us_02_17_2005

109 Deletions

Delete the following entire subsections:

109.06 Pricing of Adjustments.
109.07 Eliminated Work.
109.08 Progress Payments.
109.09 Final Payment.

109.02_nat_us_02_23_2005

109.02 Measurement Terms and Definitions.

(b) Contract quantity.

Add the following:

Contract quantities will be adjusted only when there are errors in the original design of 15% or more.

Change the following:

“(b) Cubic yard” to “(c) Cubic yard”.

109.02 Measurement Terms and Definitions.

Add the following definition:

(p) Thousand Board Feet (Mbf). 1,000 board feet based on nominal widths, thickness, and extreme usable length of each piece of lumber or timber actually incorporated in the job. For glued laminated timber, 1,000 board feet based on actual width, thickness, and length of each piece actually incorporated in the job.

(q) Actual quantity. (AQ) These quantities are determined from measurements of completed work.

151 - Mobilization

151.01_0116_us_02_14_2005

Description

151.01.

Add the following:

Noxious weed control requirements:

Clean all construction equipment prior to entry onto the project area. Remove all dirt and plant parts and material that could carry noxious weed seeds into the project area. Only construction equipment so cleaned and inspected by the Forest Service will be allowed to operate within the project area. Treat all subsequent move-ins of construction equipment in the same manner as initial move-ins. “construction equipment” does not include personal vehicles, paving equipment or support equipment that remains on the main travel route.

Prior to the initial move-in, the contractor shall make all construction equipment available for inspection by the Forest Service at an agreed upon location. Provide the Forest Service at least 24 hours advance notification when equipment is ready for inspection

151.03_0116_us_03_30_2005

151.03

Add the following to the first paragraph:

Include all costs associated with the cleaning of equipment in the unit bid price for Mobilization:

Add the following to the beginning of paragraph (a).

If applicable,

155 - Schedules for Construction Contracts

155.00_nat_us_05_11_2004

155 Delete.

Delete Section 155 in its entirety.

R901 - Site Preparation, Removal and Disposal or Salvage

DESCRIPTION

R901.01
Work
Remove and dispose of all materials comprising existing structures
SHOWN ON THE DRAWINGS for removal. Includes backfilling any resulting
trenches, holes, and pits.

CONSTRUCTION

R901.02
Performance
All materials from existing structures to be removed shall be removed
from the project and disposed of by the contractor at a State authorized disposal site off
forest. Vaults constructed of concrete may be collapsed and buried in place. Cavities
remaining after removal of structures shall be backfilled with borrow material from the
source as SHOWN ON THE DRAWINGS & directed by COR.

Backfill cavities deeper than 3 ft in lifts and compact. The compacted depth of each lift
shall not exceed 1 foot. Spread a minimum of 3 inches of topsoil over the disturbed area
and handrake.

R901.03
Removal of
Structures &
Miscellaneous
The removal of structures shall include removing all materials and parts above and below
ground line.

Removal of existing toilet buildings shall be in the same construction season as
installation of new toilet buildings unless otherwise agreed to by the Engineer.

Toilet vaults shall be pumped before removal.

MEASUREMENT

R901.04
Method
The method of measurement, as described in Section 109, will
be DESIGNATED in the SCHEDULE OF ITEMS.

PAYMENT

R901.05 The accepted quantities will be paid for at the contract price per
Basis unit of measurement for the Section R901 pay item(s) listed in the bid
schedule.

Payment for each item to be removed includes all work, materials, labor and fees necessary to remove, dispose, and transport materials, and to restore disturbed areas to a natural condition. Payment will be full compensation for the work prescribed in this Section.

SPS R901-2 (5/09/08)

R951 – Trail or Walkway

DESCRIPTION

R951.01
Work Construction of trails and walkways as SHOWN ON THE DRAWINGS and listed in the SCHEDULE OF ITEMS.

MATERIALS

R951.02
Requirements Geotextile shall be in accordance with Section 714 Geotextile and Geocomposite Drain Material and as SHOWN ON THE DRAWINGS. ½” Minus Government furnished product includes load, haul, and placement.

Stockpile, remove, transport, and spread aggregates in a manner that will preserve specified gradation and avoid contamination. Do not intermingle stockpiles of aggregate having different gradations.

CONSTRUCTION

R951.03
Clearing Accomplish clearing and grubbing in accordance with Section 201 Clearing and Grubbing. Clearing width and height is SHOWN ON THE DRAWINGS.

R951.04
Excavation Accomplish excavation and embankment in accordance with Section 204 Excavation and Embankment. Construct trails or walkways to the width, slope and grade as SHOWN ON THE DRAWINGS.

R951.05
Subgrade Obtain the written approval of the COR before placing aggregate surfacing.

R951.06
Spreading and
Compaction
Methods Use aggregate that is uniformly mixed at optimum moisture content. Spread and compact in 6” maximum depth layers to the final thickness and width SHOWN ON THE DRAWINGS. Obtain compaction by the following methods as SHOWN IN THE SCHEDULE OF ITEMS:

SPS R951-1 (5/29/06)

- (a) *Method A.* By hand, using non-mechanized compaction tools over the full area of each layer until visual displacement ceases;
- (b) *Method B.* By mechanical vibratory compactors over the full area of each layer until visual displacement ceases, but not fewer than three complete passes.
- (c) *Method C.* By using a roller or mechanical hand tamper until the density is at least 90 percent of the maximum density, as determined by AASHTO T99, Method C or D.

Immediately following final spreading, smoothing and compacting, correct any irregularities or depressions that develop by adding or removing material until the surface is smooth and compacted.

R951.07
Acceptance and
Tolerances

Do not vary the total compacted thickness of the aggregate by more or less than ½ inch from the specified thickness or place it consistently below or above the specified depth.

MEASUREMENT

R951.08
Method

The method of measurement, as described in Section 109 Measurement and Payment, will be DESIGNATED in the SCHEDULE OF ITEMS.

PAYMENT

R951.09
Basis

The accepted quantities will be paid for at the contract unit price for each pay item listed in the SCHEDULE OF ITEMS. All Clearing, excavation and aggregate surfacing required in the construction of trails and walkways will be included and no separate payment will be made.

SPS R951-2 (5/29/06)

R980 - PRECAST CONCRETE TOILET

Part I - General

Work specified in this section includes clearing and grubbing, excavation and backfill, furnishing and placement of precast concrete vault toilets equivalent in size, shape, composition, and color to the units manufactured by Missoula Concrete, CXT, or equivalent. Furnish precast concrete vault toilet buildings in the following quantities, model, finish, floor plan, color and signage:

QTY	MODEL	EXTERIOR FINISH	HAND	COLOR	SIGN	WALL VENT LOCATION
<u>1</u>	Aspen/Gunnison Thru Screen	Barnwood/ Shake Roof	Right	Cappuccino walls & Gray roof	Yes	Rear

Toilet shall have **two** 3-roll toilet paper holders.

Locate and orient toilets as staked in the field by the COR.

1.2 VARIATIONS FROM THE DRAWINGS

- A. The Contractor shall furnish precast concrete vault toilets equivalent in size, shape, composition, and color to the units shown on the drawings and described in the specifications and manufactured by Missoula Concrete or equivalent. Any proposed variations from the drawings shall be disclosed as provided in the Clause 52.236-21, Specifications and Drawings for Construction. Shop drawings describing the proposed changes shall be submitted to the Contracting Officer for approval prior to the fabrication of any components of the toilet units.

1.3 METHOD OF CONSTRUCTION

- A. Toilet building shall be precast and delivered in a completed state with minimal fieldwork required. Other than touch-up work, no painting or concrete work will be allowed at the job site.

1.4 QUALIFICATIONS OF PRECASTER

- A. Toilet building shall be manufactured by a firm with previous successful experience in the precasting of similar structures.

1.5 TESTING

- A. The Contractor will be responsible for completing the following tests on concrete. All tests shall be conducted by a laboratory that is regularly inspected by the Prestressed Concrete Institute or by the Cement and Concrete Reference Laboratory, National Institute of Standards and Technology. Sampling shall be in accordance with AASHTO T-141 or ASTM C172. One copy of the results of each test shall be supplied to the COR, either by hand on the same day as the test is taken if the COR is on site or by mail within three days of the test.
1. Slump of Portland Cement Concrete, AASHTO T-119 or ASTM C143: 1 for each truck delivery or batch.
 2. Air Content of Freshly Mixed Concrete, AASHTO T-152 or ASTM C231:1 for each truck delivery or batch.
 3. Compressive Strength of Cylindrical Concrete Specimens, AASHTO T-23 and AASHTO T-22 or ASTM C31 and C39:2 cylinders for each building for 28 day strength determination. The contractor may fabricate additional cylinders for earlier strength determination.

1.6 SUBMITTALS

- A. Submit shop drawings and/or manufacturer's literature for products and methods which differ from those shown on the plans or in the Specifications to the COR for approval at least 10 days prior to fabrication or ordering. Drawings or literature must be marked to show the exact model, size, etc. the Contractor proposes for use.
- B. Submit manufacturer's literature, color chips, etc. of the following to the COR for approval at least 10 days prior to ordering:
1. Door, louvered door/wall vent, and door hardware.
 2. Toilet riser, toilet seat and lid, grab bars, and paper holder.
 3. Paint, interior and exterior.
 4. Caulk, grout, and adhesive.
 5. Concrete color additive, stains, concrete curing compound and concrete sealer.
 6. Vault sealer
 7. Vault exhaust pipe.
 8. Gasket for vault cleanout lid.
- C. Concrete Mix Requirements: At least 10 days prior to fabrication, submit aggregate test results and concrete mix design with all concrete additives proposed to the COR for approval. If concrete supplier, aggregate source, or any additives change at any time, submit new concrete information to COR for approval. All tests must have been completed within 24 months of the submittal date.

- D. Colored Concrete: Submit one colored concrete sample for each color and texture of exterior building surface to COR for approval at least 10 days prior to first anticipated colored concrete placement. Colored concrete samples must also be made available to COR when building trim paint chips are submitted for selection. Minimum sample size is 6" x 12" x 2". COR may waive sample requirement if Contractor can show evidence of successful work with same coloring agent and aggregates as proposed for this project. Evidence must be a completed installation accessible to COR or designated representative at least 10 days before first placement of colored concrete is anticipated.
- E. Submit one copy of samples and three copies of printed material. One copy of all submittals will be returned to the Contractor.

PART II – PRODUCTS

2.1 BEDDING MATERIAL

- A. Sand or crushed gravel, max. size one inch minus.

2.2 PRECAST CONCRETE FORMWORK

- A. Forms shall be constructed of plywood, lumber, or steel sheets or plates free of defects which could cause blemishes. Forms must be removable without injuring the concrete and must be constructed to maintain close tolerances between mating surfaces of buildings components.
- B. Where "barnwood" embossed exterior finish is specified, form liners which will provide a wood-textured appearance shall be used. Symons Corporation's "Random Grooved Barnwood" meets this specification. Other form liners must be equal in quality, provide similar pattern, and have prior approval of COR.
- C. Form coating shall be nonstaining type that will not leave residual matter on surface of concrete or adversely affect proper bonding of subsequent coatings, caulking, grout, or adhesive applied to concrete surfaces.
 - 1. Where form liner is used, use form release agent or coating as recommended by manufacturer of the form liner.
 - 2. Coating containing mineral oils or other non-drying ingredients will not be permitted.
 - 3. Typical acceptable products:
 - a. Nox-Crete form coating – Nox-Crete Company.
 - b. Arcal – Arcal Chemical Corporation
 - c. Synthex – Industrial Synthetics Company.
 - d. QC Release – Burke Company.

2.3 CONCRETE REINFORCEMENT

- A. Reinforcing steel shall meet the requirements of ASTM A615, grade 60, and shall be placed at the following minimum spacings:
 - 1. Wall of building and vault: No. 4 bars 10” on center each way; No. 3 diagonal reinforcing around all openings.
 - 2. Roof: No. 4 bars 10” on center each way; No. 4 diagonal reinforcing around exhaust pipe opening.
 - 3. Floor: No 5 bars 12” on center each way; No. 5 diagonal reinforcing around all openings.
- B. Pre-stressed strand, if Contractor elects to use it to facilitate manufacture, shall meet the requirements of ASTM A416 – Grade 270.
- C. All reinforcement shall be new, free from dirt, oil, paint, grease, loose mill scale, and loose or thick rust when placed.

2.4 CONCRETE MIX REQUIREMENTS

- A. Concrete shall be supplied by a ready-mix or precast concrete products firm regularly engaged in the business.
- B. Cement, aggregate, and water shall be proportioned to obtain concrete with good workability.
- C. Concrete shall meet the following requirements:
 - 1. Aggregate size shall be Coarse No. 67 (see Table 2, ASTM C33) or as approved by COR.
 - 2. Minimum cement content: 6.5 sacks per cubic yard.
 - 3. Cement type: ASTM 150 Type II, IIA or III for building and vault. There may be certain cases where Type V (sulfate resistant) is required for vault.
 - 4. Maximum water-cement ratio: 5.0 gallons per sack.
 - 5. Slump: 3 to 5 inches by ASTM C143.
 - 6. Air content: 4.0 to 7.0 percent by ASTM C231.
 - 7. Minimum strength concrete: 3,5000 PSI at 28 days.
 - 8. Water shall be potable
 - 9. Admixtures:
 - a. Air-entraining, ASTM C260, such as but not limited to “Protex,” “Darex,” “MB-VR,” “Castle-VR,” or “ADZ-Air.”
 - b. Water reducing agent, ATM C 494, Type A.
 - c. Use of other admixtures is subject to approval by the COR.
 - 10. Color additives shall be the following, as appropriate to color specified in Section 1.1:
 - a. For dark brown integrally colored toilets: Davis Color “Kahlua,” No. 677 or approved equal.
 - b. For light brown integrally colored toilets: Davis Color “Pueblo Brown,” No. 61078 or approved equal.
 - c. For light green integrally colored toilets: Davis Color “Chromium Oxide Green,” No. J5310 or approved equal.
 - d. For gray integrally colored toilets: Davis Color “Light Gray,” No. 860 or approved equal.

SPS R980-4 (1/9/04)

2.5 COLORED CONCRETE

- A. The following components shall be precast with colored concrete:
1. Toilet building roof panels.
 2. Toilet building wall and screen panels.

2.6 CONCRETE SURFACE SEALERS AND CURING COMPOUND

- A. Curing compound shall be colorless, complying with ASTM C-309, Type I or 1-D.
- B. Weatherproofing sealer for exterior of building:
1. Clear, non-gloss, colorless silicone based sealer with mineral oil carrier.
 2. Products meeting this specification include, but are not limited to: Burke-United “Clear Proof.”
 3. Linseed oil shall be applied under silicone sealer on brown integrally colored components only, where such treatment is necessary to prevent brown color from appearing pinkish.

2.7 CAULKING, GROUT, ADHESIVE, AND MORTAR

- A. Caulking shall remain flexible and non-sag at temperatures from -50° to +140° Fahrenheit.
1. Exterior, roof peak joint and around exhaust pipe at roof: 100% silicone caulk, clear. GE Silicone II or equal.
 2. Exterior joints, including roof/wall and wall panel joints and around exhaust pipe at slab: Siliconized acrylic caulking to match exterior concrete color, or clear. GE sealants or equal.
 3. Interior joints: Paintable latex caulking. 100% white silicone to match walls. “Sidewider” by DAP or equal.
 4. Toilet riser/floor joint: 100% silicone caulk, clear. GE Silicone II or equal.
- B. Grout shall be non-shrink type and shall match color of surrounding concrete as near as possible.
- C. Epoxy concrete adhesive shall be two component, rigid, non-sag gel adhesive for bonding to dry or damp surfaces, moisture insensitive. Color to match surrounding concrete as near as possible.
- D. Portland cement mortar shall consist of one part Portland cement, three parts sand, and enough water to make a workable mixture.

2.8 PAINT

- A. Paint and accessory materials shall conform to Federal Specifications or be similar “top-of-the-line” products of the manufacturers listed below. The Government reserves the right to reject “top-of-the-line” products which, in its opinion, are not comparable to the Federal Specification requirements.
1. Benjamin-Moore and Company
 2. Columbia Paint Company
 3. Glidden
 4. Mirrolac
- B. Products shall be lead-free.
- C. Type of Paints:
1. For use on Concrete, inside building:
 - a. Latex block filler primer, Columbia 01-044 or equal.
 - b. Floor: Two component water based epoxy enamel, AQUA TILE by INSL-X) or equal.
Walls: 100% acrylic emulsion, Mirrorlac-WB DP84XX by DEVOE/GLIDDEN or equal.
 - c. Use epoxy hardener and thinner recommended by paint manufacturer.
 2. For use on metal, interior and exterior:
 - a. Zinc phosphate metal primer, Columbia 04-022 or equal.
 - b. Alkyd-Oil Based Enamel, semi-gloss, Columbia 03-241 or equal.
- D. Color of paints shall be chosen by the COR from the Manufacturer’s standard shades of the following:
1. Concrete walls and ceiling, inside building: White.
 2. Concrete floor and cove, inside building: Grey.
 3. Metal window and door frames, louvered vents, and doors, interior and exterior:
 - a. For brown buildings: Dark Brown
 4. Metal vault access lids and frames, exterior:
 - a. For brown buildings: Dark Brown
 5. Metal bar-type toilet paper dispensers (unless stainless steel): White.

2.9 VAULT TOILET RISER

- A. Toilet riser shall be constructed of seamless cross-linked polyethylene, complete with molded plastic heavy duty open front seat and cover assembly, designed to fit hole in floor slab as shown on the drawings. Color: white or off-white. Top of toilet seat must be 18” above the floor, $\pm\frac{1}{2}$ ”.
1. Part No. OD2020 (HANDICAP) with heavy duty cover as manufactured by Romtec, Inc., 15587 N. Bank Road, Roseburg, Ore. 97470, 503-496-3541, meets this specification.

SPS R980-6 (1/9/04)

2.10 GRAB BARS

- A. Stainless tubing, 1-1/2 inch outside diameter, 18 gauge, Type 304 Stainless Steel with satin finish, 1-1/2 inch wall clearance, 11 gauge Type 304 Stainless Steel concealed screw mounting flanges, equal to Bobrick Series B-6206 or Bradley Series 812. Configuration shall be as shown on the drawings unless otherwise approved by the COR.

2.11 TOILET PAPER DISPENSER

- A. Bar-type, 3-roll toilet paper dispenser shall be constructed of steel with glossy white enamel finish. 1-1/4 in. wide bar shall be equipped with neoprene sleeve to slow down the spin of paper rolls. Shall be equal to dispensers manufactured by Aslin Industries, P.O. Box 294, North Bend, OR 97459 (503) 269-1903.

2.12 STEEL DOORS

- A. Doors shall be flush panel type, 1-3/4 inch thick, minimum 16 gauge zinc-coated steel panels, with minimum 18 gauge internal bracing channels, equal to Steelcraft L-16. Size shall be as shown on the drawings.
- B. Door frames shall be knockdown or welded type, single rabbet, minimum 16 gauge zinc-coated steel, width to suit wall thickness, equal to Steelcraft. Provide three rubber door silencers on latch side of frame.
- C. Door Frame Anchors:
 - 1. Provide three anchors per jamb located approximately at same level as hinge locations.
 - 2. Use anchor type suitable for fastening to precast concrete and designed for future removal of frame.
 - 3. Anchors may be omitted if frame is cast in panel.
- D. Door hinges shall consist of 1 1/2 pair wrought steel 4-1/2" x 4-1/2", adjustable tension, automatic-closing spring hinges for each door, US 26D finish.
- E. Lockset:
 - 1. ANSI A156.2 Series 4000, Grade 1 cylindrical lockset for exterior door.
 - 2. Lever handle inside and outside.
 - 3. Either handle operates latch unless outside handle is locked by push-button inside.
 - 4. Push-button automatically releases when inside lever handle is turned or door is closed.
 - 5. Emergency slot on exterior so door can be unlocked from the outside with a coin, screwdriver, etc.
 - 6. Insider lever handle always active.
 - 7. U.S. 26D finish.
 - 8. Products which meet this specification include, but are not limited to: Schlage D40S, Rhodes.

SPS R980-7 (1/9/04)

- F. Wall Vent: Kick proof wall vent by Romtec Inc., or approved equal.
- G. Door Stop shall have a cast metal base, U.S. 26D finish, with convex gray rubber 2-3/8" diameter bumper with a 1" projection, suitable for installation on concrete.
- H. Double coat hook shall be constructed of stainless steel and have tamper-proof mounting screw. Upper hook shall extend at least 2-1/2 inches from surface of door. Lower hook shall extend at least 1-1/4 inches from surface of door. Both hooks shall be curved or angled to hold items securely. Bobrick B-682 or equal.
- I. Door sweep shall be provided at bottom of door and shall be an adjustable brush type.
- J. Kick down door holder shall be provided to enable the door to be held open for cleaning. Hold-open and release shall be activated with foot movement. Door holder shall be cast iron with aluminum finish and non-marring rubber shoe. Glynn Johnson 444 or equal.

2.12 WINDOWS AND VAULT CLEANOUT COVER

- A. Window and cleanout cover frames shall be fabricated from steel and configured as shown on the drawings.
- B. Window glazing shall be 1/4 inch thick LEXAN polycarbonate.
- C. Plate for vault cleanout cover lid shall be 1/4 inch thick diamond plate steel configured as shown on the drawings. Cleanout cover lid shall be hinged and configured so that it can be locked with a padlock. A neoprene gasket shall be provided around entire perimeter of lid to provide an air-tight seal.

2.13 VAULT LINER

The vault shall include a one-piece 0.187" thick plastic liner by RMI Manufacturing, Caldwell, ID, or equal. Liner shall have a minimum 7-year warranty against leakage.

2.14 SIGNS

- A. Contractor shall provide signs of size, markings and configurations shown on the drawings, and of one of the following materials:
 - 1. 1/8 inch thick aluminum with decal symbols.
 - 2. 1/8 inch thick clear LEXAN polycarbonate plastic, printed on the back side of the sign.
- B. Color shall be white figure or lettering on colored background. Background color shall be dark brown except that blue background shall be used when trim color is gray.

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2.15 VAULT EXHAUST PIPE

- A. Vault exhaust pipe shall be polyethylene (PE) plastic pipe, 12” nominal size, 12.75” outside diameter, minimum 0.392” wall thickness, 32.5 standard dimensional t=ration (SRD), PE 3408 high density, black color, UV stabilized.
 - 1. DRISCOPIPE 1000 by Phillips meets this specification.

PART III - EXECUTION

3.1 LOCATION

- A. Toilet location(s) and orientation(s) will be staked in the field by the COR.

3.2 CLEARING AND GRUBBING

- A. Unless otherwise shown on the drawings, clearing limits shall be 20 feet from the center of the toilet building.
- B. Complete clearing and grubbing in accordance with Section 201 (04).

3.3 EXCAVATION AND ELEVATION

- A. Comply with applicable OSHA standards for excavation.
- B. Excavate for the installation of the toilet vault to a depth that will allow the structure site to be free-draining after installation is completed. Allow for 2” leveling course beneath the toilet vault. Stockpile topsoil in separate pile at sites where topsoil is present.
- C. Finish floor elevation shall be 4-6 inches above natural grade measured at the front (entrance) of the exterior slab unless otherwise approved by the COR. The Government may specify a finish floor elevation for buildings at some sites. Contactor shall install buildings at these sites with the floor elevation within plus or minus 0.05 feet of the specified floor elevation.
- D. No excavation shall be left open more than seven days unless otherwise approved by the COR.
- E. All excavations left open overnight shall be enclosed with wire mesh or plastic mesh fence secured to steel posts.

3.4 BACKFILL COMPACTION

- A. Compact the natural ground at the bottom of the vault excavation with a minimum of three passes with a whacker-type mechanical compactor or equivalent approved by the COR.
- B. Install sand or crushed gravel material for leveling course. Compact leveling course with one pass of a whacker-type mechanical tamper or equivalent approved by the COR. Grade leveling course so there will be no high spots in the middle of the vault bottom. Compact with second pass with whacker or approved equivalent tamper.

SPS R980-9 (1/9/04)

- C. Set vault in place. Verify vault is level within ¼ inch between the corner. Backfill around structure. Backfill and embankment material shall be loam, sandy clay, gravel, or other suitable material free from brush, perishable material, dirt clods, rocks, or boulders larger than six inches in the greatest dimension, or frozen material. Backfill and embankment within 6 inches of concrete shall contain no rock larger than 6 inches. When excavated soil does not meet the requirements for backfill the Contractor shall, at no additional compensation, backfill with select borrow where directed.
- D. Backfill will be permitted only after the work to be covered has been approved by the COR. Backfill and embankments shall be layered and placed in eight-inch loose lifts, and compacted with minimum of three passes with a whacker-type mechanical compactor or equivalent approved by the COR.

3.5 FINISH GRADING

- A. Spread excess excavated material from the vault around structure. Intended final grade is flush with the top of the front slab. Allow for placement of topsoil to reach that grade. Grade backfill away from structure at a maximum slope of five (5) percent unless otherwise approved by the COR.
- B. Spread stockpiled topsoil as final layer after rough grading is completed. Areas disturbed by excavation, backfilling and stockpile of excavated materials will be hand raked to remove exposed rocks over three inch in max. dimension. Oversized rocks removed from the surface shall be disposed of in a designated area within 200 feet of the site.
- C. Paving: The finish asphalt grade shall be flush with the top of the entryway slab. Place and compact a four-inch lift of the base material below asphalt paving. Asphalt paved area shall be sloped 2 inches in 10 feet away from the building.

3.6 START UP

- A. Start up procedures shall be followed per maintenance manual provided with toilet. This shall include the adding of recommended quantity of water to vault. Maintenance manual will be left with the COR.

3.7 CONCRETE FORMWORK

- A. Support and brace forms sufficiently to prevent distortion of forms due to pressure of the concrete during concrete placement, vibrating of concrete, and the curing period.
- B. Vertical grooves in form liner pattern shall be continuous as shown on elevations except for openings for doors and windows.
 - 1. Horizontal butt joints between form liner panels will not be allowed.
 - 2. Vertical butt joints between form liner panels shall be made at vertical groove in liner pattern except at outside corners.
 - 3. Vertical grooves in form liner pattern shall be arranged so that there is equal space between vertical window or doorframe edges and the adjacent vertical grooves at each opening.

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- C. Form ties will not be allowed in any concrete under this contract.
- D. Remove all snow, ice, dirt, sawdust, shavings, or other debris within the forms before placing concrete.

3.8 REMOVAL OF FORMS

- A. The Contractor shall assume all responsibility for determining when to remove the concrete components from the forms without causing structural damage to the components. Buildings constructed with damaged components will be rejected.

3.9 REUSE AND COATING OF FORMS AND FORM LINERS

- A. Thoroughly clean forms and form liners before each use.
- B. Apply form coating and form release agent on all forms and form liners in accordance with the manufacturer's recommendations.

3.10 CONCRETE REINFORCEMENT

- A. Details of reinforcement not shown on the drawings or as herein specified shall be in accordance with ACI 318.
- B. Steel reinforcement shall be centered in the cross-sectional area of the wall and shall have at least one inch of concrete over the under surface of roof and floor. Provide diagonal reinforcement at openings.
- C. Accurately place and adequately support reinforcing steel or strand in final position prior to starting placement of concrete. The maximum allowable variation for center-to-center spacing of reinforcing steel is ½ inch.
- D. Use full lengths of reinforcing steel whenever possible and keep the number of splices to a minimum. When splices are necessary on long runs, splices shall be alternated from opposite sides of the component for adjacent steel bars. Lap bars #4 or smaller a minimum of 12 inches. Lap bars large than #4 a minimum of 24 bar diameters.
- E. Bend bars cold unless otherwise approved by the COR. No bars partially embedded in concrete shall be field bent except as shown on the drawings or approved by the COR.

3.11 STRUCTURAL DESIGN

- A. Steel reinforcement shown on the drawings is designed to carry live load and dead load anticipated on the structure after the structure is installed at the permanent site. The Contractor will be responsible for adding reinforcement as needed to facilitate handling, transportation, and assembling the building components without incurring structural damage or cracking of the building components.

3.12 COLD WEATHER CONCRETE

- A. Cold weather concrete placement shall be in accordance with ACI 306 and as herein specified.
- B. Do not place concrete if ambient temperature is expected to be below 35°F during the curing period unless heating equipment is readily available to maintain the concrete surface temperature of at least 45°F.
- C. Materials containing frost or lumps of frozen materials shall not be used.

3.13 HOT WEATHER CONCRETE

- A. The temperature of the concrete shall not exceed 80°F at time of placement, and when the ambient temperature reaches 90°F, the concrete shall be protected with moist covering or other methods approved by the COR.

3.14 MIXING AND DELIVERY OF READY MIX CONCRETE

- A. Mixing and delivery shall be accomplished in accordance with ASTM C94, section 10.6 through 10.9 with the following addition:
 - 1. Adjust the quantities of aggregate and water to compensate for differences from the saturated surface-dry condition.
 - 2. Begin discharging concrete within 1-1/2 hours or before 300 revolutions of the drum after introduction of the mixing water to the cement and aggregates, or introduction of the cement to the aggregates. If ambient air temperature is above 80°F, the above limits shall be 1 hour or 200 revolutions.
 - 3. If long hauling distance does not permit meeting the requirements above, add cement and water at the fabrication site.

3.15 PLACING AND CONSOLIDATING CONCRETE

- A. COR must be given the opportunity to inspect forms after placement of reinforcing steel forms. Notify COR at least 24 hours before any concrete placement to permit inspection.
- B. Avoid segregation. Place in layers not more than 24 inches deep. Do not move concrete with vibrators or tampers.
- C. Consolidate the concrete with suitable mechanical vibrators operating within the concrete or attached to steel forms. Vibrate at any point to sufficiently accomplish compaction, but do not prolong to a point where segregation occurs.

SPS R980-12 (1/9/04)

3.16 FINISHING CONCRETE

- A. Interior Floor and Exterior Slab: Strike flush to within 1/8-inch variation in 6 feet. Float and trowel slabs smooth until no marks remain. Apply a final light broom finish to exterior slabs only.
- B. Interior Wall Surfaces, Interior Screen Wall Surfaces, and Ceiling:
 - 1. Finish shall be that provided by smooth steel form, or smooth trowel finish with no trowel marks.
 - 2. All lifting points on screens shall be on panel edges. Plug with bolts or caulking after erection.
- C. Wood Textured Surfaces:
 - 1. All exterior building walls and screen exterior walls shall be barnwood texture when barnwood finish is indicated in Section 1.1 A.
 - 2. Finish shall be that provided by approved form liner.
- D. Shake Roof Effects:
 - 1. Exposed roof surfaces shall be precast with shake roof effect. Color shall be light gray. Underside of roof and roof edges shall be smooth finish. Apply acrylic sealer to exposed roof surfaces.
 - 2. Contractor shall make available for inspection a sample of precast shake roof effect prior to construction of roof panels.
- E. Cracks and Patching:
 - 1. Cracks in concrete components caused by Contractor fabrication, shrinkage during curing, handling, shipping, and installation shall be cause for rejection if the Government determines that the crack affects the serviceability or structural integrity of the component.
 - 2. Fill small holes, depressions, and air or rock pockets in all surfaces with non-shrinking Portland cement based patching material while concrete is still green and within one day of form removal. Patch shall match the color, finish, and texture of surrounding surface.
 - 3. Patching will not be allowed on any component with holes, chips, or exposed reinforcement totaling more than 18 cubic inches or with any defects more than 2 inches deep. Those components will be rejected and must be replaced at Contractor's expense.

3.17 CURING AND HARDENING CONCRETE

- A. Keep all concrete surfaces wet for at least six days after being placed. Acceptable methods include ponding, wet burlap, curing paper, plastic sheets, and membrane curing compound. Other method must be approved by the COR.
- B. Membrane curing compounds will not be allowed on interior of vault or where curing compound will interfere with penetration or adhesion of final finish.

SPS R980-13 (1/9/04)

3.18 TESTS AND CERTIFICATION OF CONCRETE

- A. A concrete batch certificate containing all items shown on the example at the end of this section shall be completed and furnished to the COR for each load or batch of concrete. Certification forms will be supplied by the Government or the Contractor may provide suitable forms.
- B. Contractor is responsible for testing and reporting results of tests as specified in Section 1.6.
- C. Additional tests may be run by the COR, a designated representative, or a testing firm and will be the responsibility of the Government.
- D. The Contractor shall provide at least 24 hours notice to the COR prior to placing of any concrete so test arrangements may be made.

3.19 COLORED CONCRETE

- A. The following concrete components shall be integrally colored:
 - 1. Toilet building roof.
 - 2. Toilet building exterior walls.
 - 3. Toilet entrance screen.
- B. The same type and brand of cement, coloring agent, aggregates, and other additives shall be used throughout. In addition as far as is reasonably practicable, all ingredients shall be from the same lot or manufacturing process. Aggregates shall be from the same source.
- C. All volumes of concrete shall be uniform in all respects to ensure consistency of the color of the finished concrete. All ingredients shall be weighed. Add color by weight as recommended by the manufacturer of the concrete color. The mixing operation shall be adequate to uniformly disperse the color throughout each batch.
- D. Wash and thoroughly clean the mixer and transporting equipment before mixing colored concrete. Repeat each time a change is made to a different color to avoid any carryover.

3.20 STRUCTURAL JOINTS

- A. Joining details other than those detailed below will not be allowed unless approved by the COR prior to manufacture of buildings.
- B. Wall Components shall be joined together with epoxy concrete adhesive and two weld plate pairs at each joint. Each weld plate shall be 12 inches long and located one pair in the top quarter and one pair in the bottom quarter of the seam. Weld plates shall be anchored into concrete panels and welded together with a continuous weld. Adhesive shall be applied for the entire length of the seam. Seal inside seams with paintable latex acrylic caulk. Seal outside seams with caulk to match building color, or clear.

SPS R980-14 (1/9/04)

- C. Walls and roof shall be joined with weld plates, minimum 2-1/2" x 5" at each building corner. Where the COR determines that the joint between walls and roof is true enough to prevent point loadings on the walls, the joint between walls and roof shall be sealed gas-tight with silicone caulk. Where the joint between the walls and roof is not true enough to prevent point loading, the joint shall be grouted with approved rigid non-shrinking grout that distributes the weight of the roof evenly around the perimeter of the building walls.
- D. The joint between the floor slab and walls shall be joined together with epoxy concrete adhesive and weld plates. There shall be a weld plate pair near each corner or edge of each wall panel. Each weld plate shall be 12 inches long. Weld plates shall be anchored into concrete panels and welded together with a continuous weld. Adhesive shall be applied for the entire length of the seam. Grout formed keyway to provide smooth cove between walls and floor.
- E. The joint between the building and vault shall be sealed, gas tight, with a butyl rubber base flexible gasket-type sealant that distributes the weight of the building evenly around the perimeter of the vault. Sealant shall be approved by the COR. Products which meet this specification include, but are not limited to, RUB'RNEK L-T-M by K.T. Snyder Co, Inc.

3.21 PAINTING

- A. Apply materials in strict accordance with manufacturer's recommendations.
- B. Examine work to ensure all surfaces are properly prepared to receive finish.
 - 1. Allow a minimum of 14 days curing time for concrete before paints are applied to concrete. Allow longer curing time when recommended by paint manufacturer.
 - 2. If needed to insure uniform application, prepare concrete surface for application of paints by acid etching with a 30 percent solution of hydrochloric acid. Flush with water and allow to thoroughly dry.
- C. Furnish and lay drop cloths in all areas where painting is being done to protect floors and other work from damage.
- D. Painting shall NOT be done under the following conditions:
 - 1. Outside in cold, frosty, foggy or damp weather.
 - 2. In winter, unless temperature is 50°F or over and surfaces are dry and hard.
 - 3. In dusty areas.
- E. Apply coats, additional to those shown in the Schedule of Finishes, when undercoats or other conditions show through final coat of paint, until paint film is of uniform finish, color, and appearance.
- F. Gray concrete enamel on floor shall also cover the cove at the junction between wall and floor. The line between the gray floor enamel and the white wall enamel shall be straight and parallel to the floor.

G. Schedule of Finishes:

1. Metalwork: Steel doors, door vents and frames, widow frames, vault access lids and frames, and roof posts:
 - a. One coat metal primer.
 - b. Two coats alkyd oil enamel in color specified elsewhere.
2. Interior Concrete Surfaces:
 - a. Wall and ceiling of building: 1 coat latex block filler and minimum 2 coats of two-component water-based epoxy paint.
 - b. Interior floor: Primer coat of thinned two-component epoxy and minimum 2 coats of two-component epoxy paint.
3. Exterior Slab: 1 coat of clear penetrating sealer.
4. Exterior surfaces of building walls, roof, and screen which will not be painted: 2 coats silicone sealer. For brown buildings, linseed oil shall be applied and allowed to air cure before applying sealer.
 - a. Seal colored concrete as recommended by the manufacturer of the concrete color, if different from above.

H. Cleanup: Repair all defects and remove all paint spatters, etc.

- I. Protect interior painted surfaces from direct exposure to sunlight and weather during manufacture, assembly, and installation.

3.22 VAULT TOILET RISER AND ACCESSORIES

- A. Set risers in precast hole in floor slab. Place silicone calk between toilet riser flange and concrete floor as shown on the drawings. Smooth all calk joints into a concave surface with finger or tool.
- B. Attach grab bars and toilet paper holder to walls in locations shown on drawings. Fastening system must be able to withstand 300 pounds loading of each grab bar and on top of toilet paper holder.

3.22 METAL DOORS AND FRAMES

- A. Install steel door and frame in accordance with drawings and manufacturer's recommendations. Fit door accurately in frame. Mount louvers on door with cadmium or zinc-plated corrosion resistant Phillips head metal screws.
- B. Install hardware in accordance with hardware manufacturer's instructions after finish paint work is completed. Install sweep on bottom of door and adjust so it contacts the floor when door is closed. Install coat hook 48" to 54" above the floor. Install door bumper on vestibule wall to meet door handle. Install kick down door holder at lower, outer edge of door so that it will hold door open when lowered.

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- C. Adjust hinge tension after building is installed so that the maximum force necessary for pushing or pulling the door open is five pounds and the door takes at least three seconds to move from 70 degrees open to within three inches of the latch. Verify smooth operation of door and hardware. Adjust as necessary to provide smooth operation and required hinge tension.

3.23 WINDOWS AND VAULT CLEANOUT COVER

- A. Install window and vault cleanout cover as shown on the drawings.
- B. After paint on frame and lid has completely cured, install neoprene gasket seal around perimeter of cleanout cover lid to assure gas-tight seal when lid is locked in place. Do not stretch seal material during application. Damaged, degraded, or non-air tight seals are not acceptable and must be replaced at the Contractor's expense.

3.24 SIGNS

- A. Install signs in cast – in recesses on toilet building walls as shown on the drawings, using tamper-proof masonry anchors at each corner.

3.25 EXHAUST PIPE INSTALLATION

- A. Install exhaust pipe through roof, and seat in tapered hole in slab. Seal around pipe at top of roof with silicone caulk. Seal around pipe at top of slab using backer rod and silicone caulk.

3.26 MEASUREMENT AND PAYMENT

Payment includes the manufacture, fabrication, delivery, and installation (excavation and backfill) of an Aspen/Gunnison or equivalent precast concrete vault toilet in accordance with these specifications.

The accepted quantities will be paid at the contract price per unit of measurement for the Section R980 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in the Section.

SPS R980-17 (1/9/04)

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
REGION 1

Concrete Batch Certification

Name of ready-mix batch plant_____

Serial Number of ticket_____Date_____Truck No._____

Name of Contractor_____

Name and location of job_____

Class of concrete_____

Amount of concrete_____

Time loaded_____Reading of revolution counter or time at first addition of water_____

Type and brand of cement_____

Amount of cement in batch_____

Water-cement ratio_____Total water added_____

Admixtures (amount and type)_____

Maximum size of aggregate_____

Weight of fine aggregate_____

Weight of coarse aggregate_____

I hereby certify that the above statements are true and correct.

Signature of ready-mix plant representative

Water added by receiver_____Initials_____

END OF SECTION
SPS R980-18 (1/9/04)

D - Packaging and Marking

{For this solicitation there are NO Clauses.}

E - Inspection and Acceptance

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://www.dm.usda.gov/procurement/policy/agar.html>

FAR 52.246-1 Contractor Inspection Requirements. (APR 1984)

FAR 52.246-12 Inspection of Construction. (APR 1996)

F - Deliveries or Performance

FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984) - Alternate I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **July 1, 2015**. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by **September 1, 2014**. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

FAR 52.242-14 Suspension of Work. (APR 1984)

G - Contract Administration Data

AGAR 452.215-73 Postaward Conference. (NOV 1996)

A post award conference with the successful offeror is required. The conference will be scheduled at a date and time to be determined later.

H - Special Contract Requirements

AGAR 452.236-77 Emergency Response. (NOV 1996)

(a) Contractor's Responsibility for Fire Fighting. (1) The Contractor, under the provisions of FAR clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS, shall immediately extinguish all fires on the work site other than those fires in use as a part of the work. (2) The Contractor may be held liable for all damages and for all costs incurred by the Government for labor, subsistence, equipment, supplies, and transportation deemed necessary to control or suppress a fire set or caused by the Contractor or the Contractor's agents or employees.

- (b) Contractor's Responsibility for Notification in Case of Fire. The Contractor shall immediately notify the Government of any fires sighted on or in the vicinity of the work site.

SAFETY PLAN

- (a) Will be required and submitted for review by the CO prior to commencement of work.

CAMPING

- (a) Before camping, the Contractor shall obtain a District Camping Permit, if required, from each District the Contractor is working on through the Contracting Officer/Contracting Officer's Representative.
- (b) A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (c) Contractor is to bring a proposed campsite location to the prework for review and approval and prior to camping.
- (d) The Government will make no special camping allowances for the Contractor within or near the project area. Arrangements with the local private landowners will be at the discretion of the Contractor.

SECURITY AND PROTECTION

- (a) Security and Protection – Security is the Contractor's responsibility. Limit access to the construction area to persons involved in the work. Provide secure storage for materials that are stored on site. Secure completed work as required to prevent loss.

Barricades, warning signs and light shall comply with standards and code requirements for erection of structurally adequate barricades. All road warning signs, barricades, and traffic control devices shall conform to MUTCD. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

- (b) Maintenance of Traffic – The Contractor is authorized to use roads under the jurisdiction of the Forest Service, and open to public travel, for all activities necessary to complete this contract, subject to limitations and authorizations shown on the drawings or specified under this contract when such use will not damage the roads or national forest resources and when traffic can be accommodated safely.

Before shutting down operations, take all necessary precautions to prevent damage to the project, such as temporary detours, approaches, crossings, or intersections; and provide for normal drainage and minimization of erosion. Leave all travel ways in a condition suitable for traffic.

- (c) Protection of Improvements – The Contractor shall complete sequences of construction activity in order to prevent damage to equipment, material, and articles incorporated into the work covered by this contract.

LANDSCAPE PRESERVATION

(a) The Contractor shall confine operations to within the clearing limits or other areas designated in contract documents, and prevent the depositing of rocks, excavated materials, stumps, or other debris outside of these limits. Material which falls outside of these limits shall be retrieved, disposed of, or incorporated in the work as directed by the Contracting Officer.

(b) Operation shall be scheduled and conducted to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, and impoundments (lakes, reservoirs, etc.).

Pollutants such as fuels, lubricants, bitumens, raw sewage, and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels leading thereto. Wash water or waste water from concrete or aggregate operations shall not be allowed to enter live streams prior to treatment by filtration, settling, or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

Mechanized equipment shall not be operated in live streams without written approval by the Contracting Officer.

NOXIOUS WEEDS/EQUIPMENT CLEANING

Noxious weeds are any exotic plant species established or that may be introduced into the State which may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses and which is designated by the State's Department of Agriculture, or by the County's weed management district, or by other appropriate agencies having jurisdiction. A weed management district is any area of land identified for the purpose of weed management or control. Such an identified land area may be, but is not limited to one of the following: a project or job site, a County, two or more Counties, or a National Forest.

To mitigate the anticipated impacts of spreading noxious species, the following precautions shall be used:

- All equipment and vehicles to be used at the job site shall be cleaned and free of noxious weeds and their seeds prior to entrance onto the project site. The restriction shall include equipment and vehicles intended for off-road as well as on-road use, whether they owned, leased, or borrowed by the contractor or any subcontractor.
- Cleaning shall consist of the removal all dirt, grease, debris, and materials that may harbor noxious weeds and their seeds. Cleaning shall occur off the project site.
- Equipment, materials, and vehicles shall be visually inspected by the COR, or other designated Forest Service official, and certified in writing by the Contractor to be reasonably clean and weed free. Inspections will take place at a location agreed to by the COR and Contractor in advance of delivery to the job site. Equipment and vehicles shall proceed directly to the job site following the inspection. Materials, including delivery vehicles, delivered to the project site will also be inspected prior to entering the area.
- The Contractor shall protect all existing vegetation from the introduction of noxious weeds, (1) at or near the work site, and (2) on adjacent property. The Contractor shall treat any introduced noxious weeds resulting from failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to treat such weeds, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

- Certification of each piece of equipment or vehicles shall remain valid for the duration of the project as long as the identified subjects remain solely on the project. Off road equipment that leaves the job site shall be recertified before being allowed to return. Individual worker's vehicles shall be parked at a staging area that will be designated by the COR.

I - Contract Clauses

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://www.dm.usda.gov/procurement/policy/agar.html>

FAR 52.211-18 Variation in Estimated Quantity. (APR 1984)

FAR 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

FAR 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

FAR 52.222-3 Convict Labor. (JUN 2003)

FAR 52.222-6 Construction Wage Rate Requirements. (MAY 2014)

FAR 52.222-7 Withholding of Funds. (MAY 2014)

FAR 52.222-8 Payrolls and Basic Records. (MAY 2014)

FAR 52.222-9 Apprentices and Trainees. (JUL 2005)

FAR 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

FAR 52.222-11 Subcontracts (Labor Standards). (MAY 2014)

FAR 52.222-12 Contract Termination - Debarment. (MAY 2014)

FAR 52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

FAR 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

FAR 52.222-15 Certification of Eligibility. (MAY 2014)

FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

FAR 52.222-26 Equal Opportunity. (MAR 2007)

FAR 52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)

FAR 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

FAR 52.224-1 Privacy Act Notification. (APR 1984)

FAR 52.224-2 Privacy Act. (APR 1984)

FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

FAR 52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)

FAR 52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)

FAR 52.232-23 Assignment of Claims. (MAY 2014)

FAR 52.232-27 Prompt payment for construction contracts. (MAY 2014)

FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

FAR 52.233-1 Disputes. (MAY 2014)

FAR 52.233-3 Protest after Award. (AUG 1996)

FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

FAR 52.236-2 Differing Site Conditions. (APR 1984)

FAR 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

FAR 52.236-5 Material and Workmanship. (APR 1984)
FAR 52.236-6 Superintendence by the Contractor. (APR 1984)
FAR 52.236-7 Permits and Responsibilities. (NOV 1991)
FAR 52.236-8 Other Contracts. (APR 1984)
FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)
FAR 52.236-10 Operations and Storage Areas. (APR 1984)
FAR 52.236-11 Use and Possession Prior to Completion. (APR 1984)
FAR 52.236-12 Cleaning Up. (APR 1984)
FAR 52.236-13 Accident Prevention. (NOV 1991)
FAR 52.236-16 Quantity Surveys. (APR 1984)
FAR 52.236-17 Layout of Work. (APR 1984)
FAR 52.236-21 Specifications and Drawings for Construction. (FEB 1997)
FAR 52.236-26 Preconstruction Conference. (FEB 1995)
FAR 52.243-5 Changes and Changed Conditions. (APR 1984)
FAR 52.244-6 Subcontracts for Commercial Items. (MAY 2014)
FAR 52.245-1 Government Property. (APR 2012)
FAR 52.246-21 Warranty of Construction. (MAR 1994)
FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)
FAR 52.249-10 Default (Fixed-Price Construction). (APR 1984)
FAR 52.253-1 Computer Generated Forms. (JAN 1991)
AGAR 452.236-73 Archaeological or Historic Sites. (FEB 1988)
AGAR 452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)
AGAR 452.236-76 Samples and Certificates. (FEB 1988)

FAR 52.225-9 Buy American - Construction Materials. (MAY 2014)

(a) *Definitions.* As used in this clause-

Commercially available off-the-shelf (COTS) item- (1) Means any item of supply (including construction material) that is-

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means-

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means-

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if-
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.* (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the

survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description measure	Unit of	Quantity (dollars)*	Price
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012) *Alternate 1*

- (a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it -
- (1) does not have tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and
 - (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a federal criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.
- (b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

AGAR 452.236-72 Use of Premises (NOV 1996)

- (a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the Contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a campsite or trailer parking area of any employee working on the project for the Contractor.
- (b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the work force at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

J - List of Documents, Exhibits, and Other Attachments

Attachment 1: Davis-Bacon Wage Determination, General Decision No. MT140076, dated 06/27/2014, MT76

Attachment 2: Experience Questionnaire

Attachment 3: Signed Title Sheet (separate attachment)

Attachment 4: Project Drawings (separate attachment)

K - Reps, Certs, and Other Statements of Quoters

FAR 52.204-8 Annual Representations and Certifications. (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237990 – Other Heavy and Civil Engineering Construction**.

(2) The small business size standard is **\$33.5 million (receipts in a three-year period)**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that

require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

- ☐ (A) Basic.
- ☐ (B) Alternate I.
- ☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- ☐ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ☐ (vi) 52.227-6, Royalty Information.
 - ☐ (A) Basic.
 - ☐ (B) Alternate I.
- ☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.[]

Title[]

Date[]

Change[]

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

FAR 52.223-1 Biobased Product Certification. (MAY 2012)

FAR 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and *subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty

and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Contractor's Signature

Date

Contractor's Name and Title

AGAR 452.209-70 Representation by Corporations Regarding and Unpaid Delinquent Tax Liability or a Felony Conviction (FEB 2012) *Alternative 1*

(a) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.

(3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Contractor's Signature

Date

Contractor's Name and Title

AGAR 452.219-70 Size Standard and NAICS Code Information. (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): **All**

- NAICS Code **237990 – Other Heavy and Civil Engineering Construction**
- Size Standard **\$33.5 million (receipts in a three-year period)**

L - Instructions, Conditions, and Notices to Quoters

L1. QUOTE SUBMITTAL

Contractors wishing to submit a quote must include the following:

- Request for Quotation (SF-18); complete and signed.
- Section B – Schedule of Items (page 2 of 68)
- Annual Representations and Certifications in Section K (pages 52-57 of 30)
- Experience Questionnaire (Attachment 2)
- Acknowledge Amendments per the instructions in Block 11 of the SF-30 (if applicable)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://www.dm.usda.gov/procurement/policy/agar.html>

FAR 52.204-7 System for Award Management. (JUL 2013)

FAR 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

AGAR 452.204-70 Inquiries. (FEB 1988)

FAR 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a **Firm-Fixed Price** contract resulting from this solicitation.

FAR 52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)

- (a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site

of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade **2.7%**

Goals for Female Participation for Each Trade **6.9%**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

(1) Name, address, and telephone number of the subcontractor;

- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Beaverhead County, Montana.**

FAR 52.225-10 Notice of Buy American Requirement - Construction Materials. (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

M - Evaluation Factors for Award

AWARD DETERMINATION

Award will be made to the Respondent whose quote represents the best value to the Government. Factors to be considered in determining the best value include such matters as price, experience, and past performance.

EVALUATION FACTORS

Cost/price is of equal importance compared to experience and past performance; however, the importance of cost may become greater as the difference between experience and past performance decreases. Where experience and past performance are determined to be substantially equal, cost may control award.

Attachment 1: Davis-Bacon Wage Determination

General Decision Number: MT140076 06/27/2014 MT76

Superseded General Decision Number: MT20130076

State: Montana

Construction Type: Heavy

Counties: Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis And Clark, Madison, Meagher, Powell, Silver Bow and Yellowstone National Park Counties in Montana.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	06/27/2014

* BRMT0001-004 06/01/2014

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 26.21	12.64

* BRMT0005-002 06/01/2014

GALLATIN COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 26.21	12.64

* BRMT0006-005 06/01/2014

BROADWATER, LEWIS AND CLARK, MEAGHER, AND YELLOWSTONE NATIONAL PARK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 26.21	12.64

ELEC0044-003 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman.....	\$ 40.63	4.75%+11.91

ELEC0233-018 10/01/2013

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL,
 AND SILVER BOW COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 28.08	2%+11.76

 ELEC0233-020 10/01/2013

BROADWATER, LEWIS AND CLARK, AND MEAGHER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.06	2%+10.57

 ELEC0322-003 06/01/2012

YELLOWSTONE NATIONAL PARK

	Rates	Fringes
ELECTRICIAN.....	\$ 27.53	10.96

 ENGI0400-009 05/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (Zone 1) (1) A-frame truck Crane, oiler (except crane).....	\$ 23.47	10.40
(2) Crane Oiler,Bulldozer, Roller (Dirt and Grade Compaction).....	\$ 23.94	10.40
(3) Mechanic, Scraper.....	\$ 24.34	10.40
(4) Cranes, 25 tons - 44 tons.....	\$ 27.00	11.40
(5) Cranes, 45 tons to and incl. 74 tons.....	\$ 28.00	11.40
(6) Cranes, 75 tons to and incl. 149 tons; Cranes, Whirley (All).....	\$ 29.00	11.40
(7) Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Stiff- Leg or Derrick; Helicopter Hoist; Crane, Tower (all)...	\$ 30.00	11.40

ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

Zone 1: 0 to 30 miles - Base Pay
 Zone 2: 30 to 60 miles - Base Pay + \$3.50
 Zone 3: Over 60 miles - Base Pay + \$5.50

 IRON0732-018 06/01/2013

	Rates	Fringes
IRONWORKER: Reinforcing and Structural.....	\$ 26.50	19.03+a

a: PAID HOLIDAYS: New Years Day, Memorial Day, July 4th, Labor Day, Veteran's DAY, Thanksgiving Day, Day following Thanksgiving, and Christmas Day.

 LABO1686-011 05/01/2012

	Rates	Fringes
LABORER		
(2) Mason Tender.....	\$ 20.10	9.05
(3) Pipelayer.....	\$ 20.24	9.05

ZONE DEFINITIONS FOR LABORERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following listed town to the center of the job:

Billings, Bozeman, Butte, Helena, Great Falls, Missoula, Kalispell

TRAVEL ZONES:

ZONE 1: 0 to 30 miles, Base Pay
 ZONE 2: 30-60, add \$3.05 to Base Pay
 ZONE 3: Over 60 miles, add \$4.85 to Base Pay

 SUMT2011-051 02/08/2011

	Rates	Fringes
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CARPENTER (Form Work Only).....	\$ 24.30	7.80
CARPENTER, Excludes Form Work....	\$ 21.13	7.00
LABORER: Common or General.....	\$ 18.11	5.90
LABORER: Landscape and Irrigation.....	\$ 15.14	1.30
OPERATOR: Backhoe.....	\$ 24.16	8.05
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.99	8.55
OPERATOR: Excavator.....	\$ 23.12	7.81
OPERATOR: Grader/Blade.....	\$ 24.69	8.40
OPERATOR: Loader (Front End)....	\$ 24.20	7.84
TRUCK DRIVER: Dump Truck.....	\$ 18.84	5.92

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage
 determination. The classifications are listed in alphabetical
 order of "identifiers" that indicate whether the particular
 rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
 characters other than "SU" denotes that the union
 classification and rate have found to be prevailing for that
 classification. Example: PLUM0198-005 07/01/2011. The first
 four letters , PLUM, indicate the international union and the
 four-digit number, 0198, that follows indicates the local union
 number or district council number where applicable , i.e.,
 Plumbers Local 0198. The next number, 005 in the example, is

an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Attachment 2: Experience Questionnaire

USDA Forest Service		1. Contractor Name, Address, and Telephone Number			
<u>EXPERIENCE QUESTIONNAIRE</u>					
Instructions: See Box 11, Remarks, if extra space is needed to answer any item below, Mark "X: in appropriate boxes.					
2. Submitted to (Office Name and Address)		3. Business [] Company [] Co-partnership [] Corporation [] Individual [] Non-profit Organization		4. How many years do you or your firm have in the line of work contemplated by this solicitation?	
5. How many years experience have you or your business had as a (a) prime contractor ____ and/or (b) sub-contractor ____?					
6. List below the projects your business has completed within the last three years:					
Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contact for Project Information		
7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:					
Contract Number	Dollar Amt. of Award	Name, Address, and Telephone No. of Business/Government Agency Involved	Awarded (Units)	Percent Completed	Date Contract Complete
8a. Have you ever failed to complete any work awarded to you? [] Yes [] No					
8b. Has work ever been completed by performance bond? [] Yes [] No					
8c. Did you look at the project site(s) on-the-ground? [] Yes [] No					
8d. If "Yes" to either item 8a. or 8b., specify location(s) and reason(s) why:					

EXPERIENCE QUESTIONNAIRE CONTINUED

9. Employees and equipment that will be available for this project:

a. (1) Minimum number of employees: _____ and (2) Maximum number of employees: _____

b. Are employees regularly on your payroll: [] Yes [] No

c. Specify equipment available for this contract: _____

d. Estimate rate of progress below (such as 2.0 acres/man/day):

(1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

10. List below the experience of the principal individuals of your business. (Who will directly be involved in this contract?)

Individual's Name	Present Position	Years of Experience	Magnitude and Type of Work

11. Remarks -- Specify Box Numbers (Attach sheets if extra space is needed to fully answer any above question.):

NOTE: PLEASE PROVIDE ANY ADDITIONAL INFORMATION THAT WILL HELP EVALUATE YOUR ABILITY TO SUCCESSFULLY COMPLETE THIS PROJECT.

CERTIFICATION

I certify that all of the statements made by me are complete and correct to the best of my knowledge, and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

12a. CERTIFYING OFFICIAL'S NAME AND TITLE

b. SIGNATURE (Sign in ink)

13. DATE